

SOLICITATION/CONTRACT				REQUISITION NUMBER N6664-3303-012H		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-01		PAGE 1 OF 23	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 040784, TUCHMANAM				4. SOLICITATION NUMBER N66604-04-R-0784		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		6. SOLICITATION ISSUE DATE 2004 APR 15			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		CODE N66604		7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5911, Simonpietri Drive Newport, RI 02841-1708 Adam Tuchman; 401.832.1909; tuchmanam@npt.nuwc.navy.mil NO COLLECT CALLS					
						8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> OTHER: SOLE SOURCE					
						NAICS CODE SIZE STANDARD 541380 \$6.0 Million					
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2004 MAY 17 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES Refurbishment of shock fixtures and floating shock platforms and shock tests.											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN <u>90</u> CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____					
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____ TELEPHONE NO. _____ DUNS NO. _____ <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						PAS# _____ SCD _____ 14. PAYMENT WILL BE MADE BY _____ CODE _____ SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14					
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>					
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES					19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT		
(SEE PAGE 2)											
DIST:											
23. ACCOUNTING AND APPROPRIATION DATA									24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)		
25. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)						NAME OF CONTRACTING OFFICER					
DATE SIGNED						DATE SIGNED					

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B10 SUPPLIES/SERVICES AND PRICES - FFP

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0001	Shipping of SSN 688 Class Weapons Outboard Stowage Structure Shock Test Fixture from Aberdeen Proving Ground to refurbishment and test site(s) as per Statement of Work, Task A, Attachment #1.	1	JO	\$ _____	\$ _____
0002	Shipping of SSN 688 & SSN 774 Class Weapons Center Stowage Structure Shock Test Fixture from NUWC Newport, RI to refurbishment and test site(s) as per Statement of Work, Task A, Attachment #1.	1	JO	\$ _____	\$ _____
0003	Refurbishment of the SSN 688 Class Weapons Outboard Stowage Structure Shock Test Fixture as per Statement of Work, Task A, Attachment #1.	1	JO	\$ _____	\$ _____
0004	Refurbishment of SSN 688 Class Weapons Center Stowage Structure Shock Test Fixture (including rework to fixture base) as per Statement of Work, Task A, Attachment #1.	1	JO	\$ _____	\$ _____
0005	Installation of SSN 688 Class Weapons Center Stowage Structure Shock Test Fixture into Contractor supplied FSP as per Statement of Work, Task B, Attachment #1.	1	JO	\$ _____	\$ _____
0006	Installation of SSN 774 Class Weapons Center Stowage Structure Shock Test Fixture into Contractor supplied FSP as per Statement of Work, Task B, Attachment #1.	1	JO	\$ _____	\$ _____
0007	Test Series Set-up and Testing as per Statement of Work, Tasks C & D, Attachment #1.	1	JO	\$ _____	\$ _____
0008	Shock Test Fixture removal from Contractor's FSB as per Statement of Work, Task G, Attachment #1.	1	JO	\$ _____	\$ _____
0009	Option I: Ship shock stowage fixtures/structures to NUWC, Newport, RI as per Statement of Work, Task H, Attachment #1.	1	JO	\$ _____	\$ _____
0010	Option II: Provide five years of storage of shock stowage fixtures/structures as per Statement of Work, Task H, Attachment #1.	5	YR	\$ _____	\$ _____
0011	Option III: Provide ten years of storage shock stowage fixtures/structures as per Statement of Work, Task H, Attachment #1.	10	YR	\$ _____ *	\$ _____ *
0012	Option IV: Optional Testing as per Statement of Work, Task I, Attachment #1.	3	EA	\$ _____	\$ _____

0013	Option V: Optional Data Recording & Instrumentation as per Statement of Work, Task J, Attachment #1. *CH = Channel	10	CH	\$ _____	\$ _____
0014	Option VI: : Optional Data Recording & Instrumentation if Option if Option IV is exercised as per Statement of Work, Task J, Attachment #1. *CH = Channel	10	CH	\$ _____	\$ _____
0015	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423 *NSP – Not separately priced	1	LO	\$ NSP*	\$ NSP*

Offerors shall complete the unit price and amount blocks.

B42 OPTIONS

The additional items of supplies or services available under the Options clause of this contract, the applicable Line Item, and the exercise dates are specified below:

<u>OPTION NO.</u>	<u>LINE ITEM NO.</u>	<u>EXERCISE DATE</u>
Option I	0009	60 days after award
Option II	0010	60 days after award
Option III	0011	60 days after award
Option IV	0012	Up to 1 day after last UNDEX Test of test series
Option V	0013	30 days prior to first UNDEX Test
Option VI	0014	30 days prior to first UNDEX Test

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C11 STATEMENT OF WORK

SERVICES are to be performed in accordance with the Statement of Work, Attachment #1.

C24 SECURITY REQUIREMENTS

The Contractor shall comply with Attachment #3, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25 ACCESS TO GOVERNMENT SITE (OCT 2003)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <http://www.npt.nuwc.navy.mil/pao/envpolicy.htm>.

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C54 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D PACKAGING AND MARKING

D11 PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: *(from DD Form 1447 Block 2 or DD Form 1155 Block 1)*

ORDER NUMBER (if an Indefinite Delivery contract): *(from DD Form 1155 Block 2)*

REQUISITION NUMBER: *(from DD Form 1447, except for orders use DD Form 1155 Block 4)*

MARK FOR: _____
Name Code Telephone No.

D20 DELIVERY OF DATA (SEP 2001)

(a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

(b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).

(c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	(AUG 1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES	(APR 1984)

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

F21 COMPLETION DATE

Services to be furnished hereunder shall be performed and completed by 2004 DEC 23.

F22 DELIVERY OF DATA (JUL 2001)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this contract. Any change in the delivery of data must be made by a formal contract modification.

SECTION G CONTRACT ADMINISTRATION DATA

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JAN 2004)

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.
- (d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.
- (e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.
- (f) The address and telephone number of the Contracting Officer is:

Name: LISA M. BRAZIL

Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5911
Simonpietri Drive
Newport, RI 02841-1708

Telephone: Commercial: 401-832-1437; DSN: 432-1437

Email: brazillm@npt.nuwc.navy.mil

G11 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)

- (a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) **PCO RETAINED FUNCTIONS.** The Procuring Contracting Officer (PCO) retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4.

- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) **ACO DELEGATED FUNCTIONS.** The Administrative Contracting Officer (ACO) is delegated the following functions:

- (1) All other functions of FAR 42.302(a) *except* (3), (40), (44), (45), (46), and (47).
- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).

(d) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (APR 2003)

Fill in the information required below. The contractor's senior technical representative, point of contact for performance under this contract is:

Name: _____
Title: _____
Mailing Address: _____
E-mail Address: _____
Telephone: _____ FAX: _____

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

*

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G16 NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (MAY 2001)

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H61 GOVERNMENT FURNISHED PROPERTY (GFP) (SEP 2001)

(a) The Government shall furnish Government property to the Contractor for use in connection with this contract.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in Attachment 6, entitled, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: See Attachment #3.

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after contract award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available for use on individual orders. All other material required for the performance of this contract shall be furnished by the Contractor. GFP furnished under this contract is for use exclusively under this contract unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this contract shall be returned to NUWCDIVNPT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H71 CONTROL OF TECHNICAL DATA (JUN 2002)

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)

52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 2003)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	(AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	(OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	(OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	(OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	(JUL 1997)
52.217-7	OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM fill-in: within the parameters of B42.	(MAR 1989)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.222-3	CONVICT LABOR	(JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEV)	(JUL 2003)
252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	(APR 2003)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES--DOD CONTRACTS	(SEP 2001)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.227-3	PATENT INDEMNITY	(APR 1984)
52.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)	(JUN 1997)

252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	(JUN 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	(JUNE 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	(JUN 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
252.227-7039	PATENTS - REPORTING OF SUBJECT INVENTIONS	(APR 1990)
52.229-4	FEDERAL, STATE, AND LOCAL TAXES - (STATE AND LOCAL ADJUSTMENTS))	(APR 2003)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	(DEC 1991)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(FEB 2002)
52.232-11	EXTRAS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(MAR 2003)
52.233-1	DISPUTES	(JUL 2002)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
52.243-1	CHANGES - FIXED PRICE - ALT I (APR 1984)	(AUG 1987)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(APR 2003)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.245-1	PROPERTY RECORDS	(APR 1984)
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) - ALT I (APR 1984) (DEV)	(JUN 2003)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	(APR 1984)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY	(MAY 1994)
52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB 1997)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(SEP 1996)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I32-9000 SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF26 - Block 10; SF33 - Block 23; SF1447 - Block 14), unless orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155 - Block 13 or SF26 - Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

___ a separate invoice for each activity designated to receive the supplies or services.

___ a consolidated invoice covering all shipments delivered under an individual order.

X either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

J10 LIST OF ATTACHMENTS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	3
<u>ATTACHMENT</u>		
1	Statement of Work	16
2	DD 254 Contract Security Classification Specification	3
3	Government Property Made Available	1
4	Cost Summary Sheet	1

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

K16 OFFEROR DATA (JAN 2004)

(a) The offeror shall identify the individuals that are authorized to negotiate on its behalf with the Government in connection with this solicitation:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(b) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(1) Contractor Identification Data.

DUNS Number _____

CAGE Code _____

(2) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.

(i) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted _____ Date Approved _____ By _____

Limitations _____

(ii) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted _____ Date Approved _____ By _____

Latest Revision of CASB _____

Date Submitted _____ Date Approved _____ By _____

Potential Non-Compliances (As notified by ACO) _____

(iii) Purchasing System (See FAR 44.302)

Date Submitted _____ Date Approved _____ By _____

(iv) Forward Pricing Rate Agreement (If Applicable)

Date Submitted _____ Date Approved _____ By _____

(v) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted _____ Date Approved _____ By _____

(3) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office _____

ACO (or POC) Name and Telephone _____

DCAA Office _____

Auditor (or POC) Name and Telephone _____

K03-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, *Small Business Program Representations*, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee

shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) – ALT I (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K23-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that---

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located within any State of the United States or its outlying areas.

**K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022)
(AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: <u>X</u> DX or _____ DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)

L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L3 PRE-AWARD POINT OF CONTACT

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clauses B10 through B20

Section F - Deliveries or Performance. Clauses F10 through F17, F40, F11-8, F11-9, F47-33, and F47-60

Section G - Contract Administration Data. Clauses G12, G14, and G15

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I08-000, I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, I23-9A, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M20, M21, M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments. Numbers 2, 8, 10, and 12

L8 PROFIT INFORMATION

- (a) The Contracting Officer is required to use the Weighted Guidelines Method described in DFARS 215.970 for performing a profit/fee analysis on this acquisition. Offerors are urged to present the details of the proposed profit/fee amount in the format (DD Form 1547) and detail described in DFARS 215.970. This will facilitate a more complete discussion of the individual factors which will determine an overall fair and reasonable profit/fee for this acquisition. Specific agreement on the applied weights or values for individual profit factors shall not be attempted.
- (b) If an offeror proposes Facilities Capital Cost of Money, full supporting data on DD Form 1861 must be provided.
- (c) Offerors may provide factual and substantive information for the Government's consideration in assigning weights and values. Offerors are advised, however, that unsupported assertions of merit will be disregarded.
- (d) For offers under Time and Material solicitations, offerors should note that because FAR 52.232-7 precludes fee on material costs (including subcontracts), such costs are not an acceptable basis for developing an overall contract fee position using weighted guidelines.

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

- (a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.
 - (1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.
 - (2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.
 - (3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.
 - (4) In addition to Government sources, items may be available from public libraries and commercial sources.
- (b) All NUWC Division, Newport specific forms are attached; see Section J.

L46 ELECTRONIC SUBMISSION OF COST DATA (APR 2002)

- (a) In addition to the requirements for hard copy proposals, offerors are encouraged to provide a summary of their cost proposal on electronic media using the NUWC Division, Newport Cost Analysis Spreadsheet. This will allow more rapid and accurate cost evaluations, diminishing the time between closing and award.
- (b) The NUWC Division, Newport Cost Analysis Spreadsheet is a Microsoft EXCEL 97 Workbook. The file is available for download on the Internet at <http://www.npt.nuwc.navy.mil/contract/POC/analyst.asp> or will be furnished upon request. Requests may be faxed to 401-832-4820 or sent to: Commercial Acquisition Department, Building 11; Naval Undersea Warfare Center Division, Newport; Code 591 (P. Simone), Simonpietri Drive; Newport, RI 02841-1708.
- (c) Electronic submission, if prepared, should be included with the offeror's proposal. Cost data may be submitted on other similar programs, but all files must be readable by Microsoft EXCEL 97 without loss of accuracy. Mark submittals with contractor name and RFP number. Submittals should be free of viruses and data unrelated to the proposal. Submittals will not be returned. Subcontractor submittals are encouraged, and may be sent directly to NUWC Division, Newport. Offerors whose cost accounting system does not easily reconcile with the NUWC Division, Newport Cost Analysis Spreadsheet may submit a variant that represents their system.
- (d) The Government will limit data access with strict adherence to FAR 15.207.
- (e) The Government will compare the electronic data with the data in the proposal; differences will be noted in negotiations. Written data submitted in the proposal shall take precedence over electronic data.

L47 COST PROPOSAL (SEP 2001)

(a) Content of Cost Proposal. Complete the Cost Summary Sheet, Attachment #10 hereto, and include it in your cost proposal. Trace cost data from the supporting data and calculations to the Cost Summary Sheet. Supply the most currently available rates for direct labor, overhead, general and administrative expense, and any other factors used in developing the proposal. Submit any information reasonably required to explain the estimating process, including:

- (1) The judgmental factors applied and the mathematical or other methods used in the estimate, and
- (2) Any contingencies used in the cost proposal.
- (3) A copy or pertinent excerpts from your personnel policies pertaining to compensation plan(s) for professional employees including performance appraisal and salary administration procedures, salary grades and ranges, summary of basic benefit programs and relocation policies (See 52.222-46, Evaluation of Compensation for Professional Employees).

(b) Labor Costs. Provide full justification for all proposed direct labor rates (unburdened). Provide the current actual hourly wage rate for each key person proposed. Identify the date as of which the actual wage rate is current. If proposed direct labor rates vary from actual wages of key personnel, explain the basis for those rates. Trace proposed direct labor rates to proposed individual personnel. For any proposed escalation factor provide complete supporting data and rationale for out-year projections.

(c) Indirect Costs. Provide data on all indirect rates proposed including beginning and end date of the period covered by the rate and composite rate calculations, if any. Identify clearly the bases to which the rates are applied.

(d) Material.

- (1) Use the following estimates (plus applicable indirect costs) for required material and travel costs. You are required to distribute these sums among subcontractors consistent with the technical proposal. Whenever a subcontractor proposes material costs, the subcontractor must fully burden such costs and these costs must be added to the material estimate. Subcontractor proposals shall include a complete listing of all costs other than labor which are charged direct by their company exclusive of travel costs and purchased material which is incorporated into a deliverable item.
- (2) The Material estimate is \$0.00. The material estimate includes only those items of purchased material which are incorporated into a deliverable product. Provide a complete listing of all items (other than labor) that are charged direct and an estimate of the costs applicable to this procurement for each of the items charged direct. Provide justification for all proposed amounts. Any category of direct charge which is listed but for which no costs are proposed must include a scenario under which those costs might be incurred under the proposed contract as well as the rationale for not proposing a cost.
- (3) The Travel estimate is \$0.00. The travel estimate includes travel and subsistence for work at alternative work sites as designated in individual Orders and for allowable local travel per the JTR. For further information relative to travel costs, see the clause in Section H entitled "Travel Costs and Responsibilities".
- (4) Any offeror having an accounting system which includes, within overhead or G & A, the cost elements of material and travel/subsistence shall specifically state this fact in the cost proposal. This will preclude these costs from being unduly considered in the Government's cost evaluation.
- (5) Subcontracts in excess of \$100,000.00 shall be supported by a Cost Summary Sheet prepared by the subcontractor. All requirements for the prime contract cost proposal shall be met by the subcontractor as well. Subcontracts regardless of dollar value shall be adequately documented to facilitate a determination of cost reasonableness using a Cost Summary Sheet. Note that compensation for labor paid to any individual who is not a bona fide employee of the offeror is a subcontract.

**L11-9000 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES
(NAPS 5252.211-9000) (AUG 1993)**

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a

senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

L15-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997)

[Note: Alternate II is applicable if checked.]

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with other provisions in Section L of this solicitation.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

Alternate II (Oct 1997)

___ (c) When the proposal is submitted, also submit one copy each to: (1) the cognizant Administrative Contracting Officer, and (2) the cognizant Contract Auditor.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Fixed Price contract resulting from this solicitation.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

Torpedo Tube Launch Tactical Tomahawk All Up Round Underwater Explosion Shock Test Statement of Work

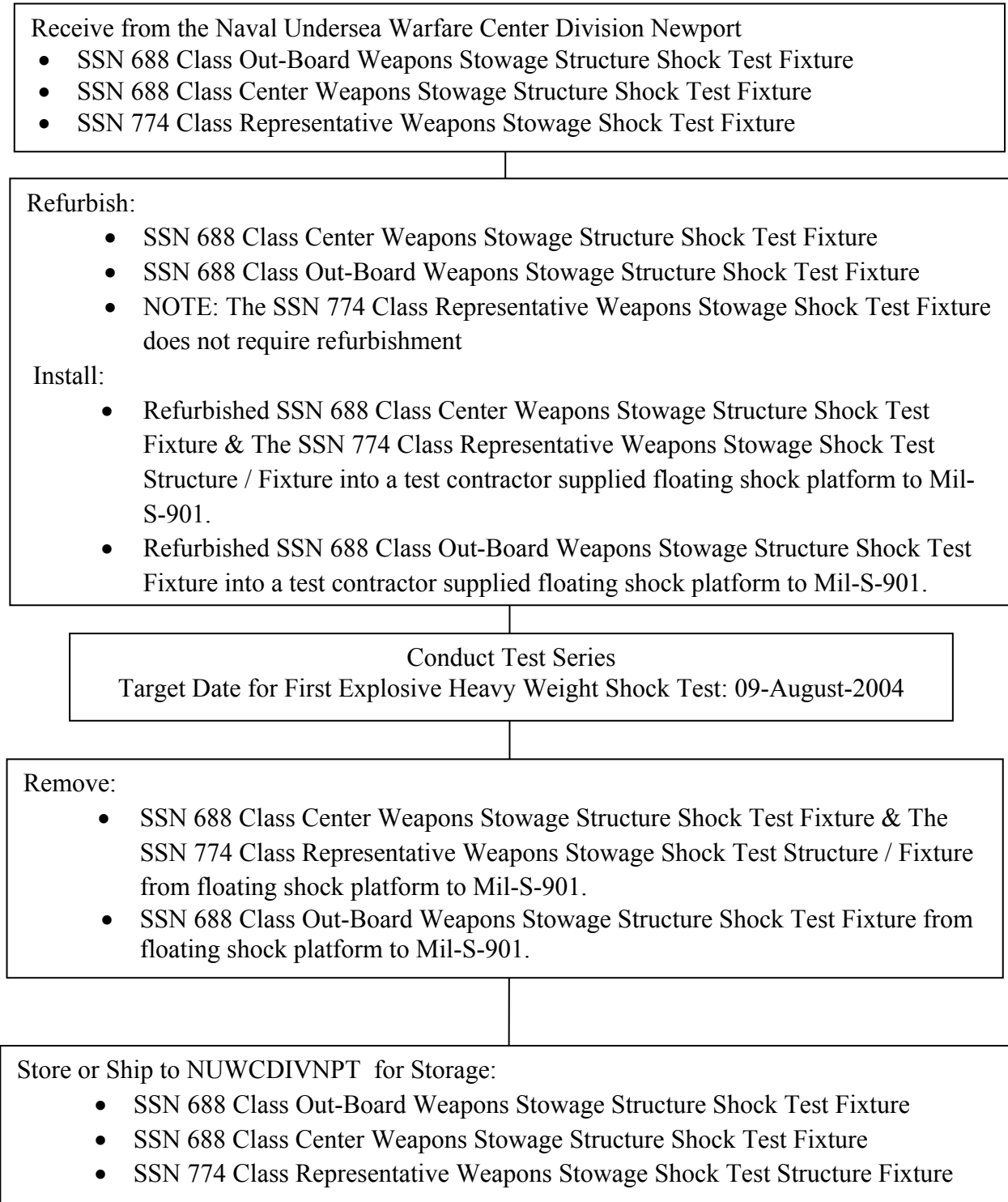
1 Background:

- 1.1 The USW Platform & Payload Integration Department (Code 40) of the Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) is tasked with providing design, development, and in-service engineering support for submarine weapons/missiles launching, loading, and handling systems. The Department provides engineering and technical support services for the development, testing, and deployment of new or existing weapons or devices on board all classes of submarine. As part of these services, the Department has been assigned the responsibility of conducting shock testing on the Torpedo Tube Launched (TTL) Tactical Tomahawk (TACTOM) All Up Round (AUR). The Department is responsible for the full range of engineering and technical services required to accomplish this Heavy Weight Shock Testing, including the shipping of shock test fixtures or possible storage of fixtures, refurbishment efforts, equipment installation, and the conduct of the TTL TACTOM AUR Heavy Weight (Explosive) shock test series.

2 Scope:

- 2.1 The contractor shall provide, refurbishment of shock test fixtures, installation of shock test fixtures, testing services, removal of shock test fixtures and return shipping of shock test fixtures or possible storage of fixtures required to support the Heavy Weight explosive shock testing of the TTL TACTOM AUR on the SSN 688 Class and SSN 774 Class Submarine shock test fixtures. The intent of this testing is to shock qualify the TTL TACTOM AUR for SSN 688 Class Submarines, SSN 774 Class Submarines and SSN 21 Class Submarines.

2.2 Work flow:



3 Applicable Documents:

3.1 In accordance with current acquisition reform tenets, the contractor shall use appropriate in-house contractor procedures and industry standards in lieu of government specifications and standards during the performance of this requirement.

3.2 Military Performance Specifications provided as guidance documents:

	Specification Number	Specification Title	Specification Applicability
3.2.1	MIL-S-901C (NAVY)	Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems, Requirements for	Applicable to SSN 688 Class
3.2.2	Project Peculiar Document no. 802-6336704, Dated 30-April-1987	Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems, Requirements for	Applicable to SSN 21 Class
3.2.3	MIL-S-901D (NAVY) With Interim Change 1	Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems, Requirements for	Applicable to SSN 774 Class

3.3 Manuals:

	Manual Number	Manual Title
3.3.1	DoD 5220.22-M	National Industrial Security Program – Operating Manual

3.4 Drawings:

	Drawing Number	Drawing Title
3.4.1	Bureau of Ships (BUSHIPS) Drawing 645-1973904	Floating Shock Platform, General Arrangement and Details

4 Government Furnished Information:

4.1 The contractor will be provided the following Government Furnished Information (GFI) following contract award. This list is not all-inclusive.

4.1.1	TTL TACTOM Shock Test Program Schedule
4.1.2	TTL TACTOM Shock Test Plan

5 Task Description:

5.1 Task A – GFE Barge & Shock Test Fixture Refurbishment:

5.1.1 The shock test fixtures identified in paragraphs 5.2.1.1 thru 5.2.1.3 will be provided to the contractor at the contractor's location. The contractor will be required to refurbish the items described in paragraphs 5.2.1.1 and 5.2.1.2 in compliance with the GFI TTL TACTOM AUR Shock Test Program Schedule. The SSN 774 Class Representative Weapons Stowage Shock Test Structure/Fixture identified in paragraph 5.2.1.3 does not require refurbishment. The contractor shall provide a Refurbishment Schedule in accordance with CDRL A001. The schedule is to be updated monthly until the refurbishment and installation of test fixtures is complete in accordance with CDRL A001.

	Item	Approximate Overall Dimensions	Estimated Weight
5.1.1.1	SSN 688 Class Weapons Outboard Stowage Structure Shock Test Fixture (This Item is currently installed in FSP #2)	12'6" wide x 20'4" long x 5'1" tall	24,000 lbs
5.1.1.2	SSN 688 Class Weapons Center Stowage Structure Shock Test Fixture	5'2" wide x 24' long x 2'9" tall	7,720 lbs
5.1.1.3	SSN 774 Class Representative Weapons Stowage Shock Test	<ul style="list-style-type: none"> • Leg Assembly (Qty 4) Each 8' X 1' X 1' • Cross Brace Assembly (Qty 2) Each 8' X 1' X 	<ul style="list-style-type: none"> • Leg Assembly Each 1,950 lbs • Cross Brace Assembly Each 1,070lbs

	Structure/Fixture	1' • SSN 774 Class Cradle (Qty 1) 20' X 2' X 2' (lashing straps not installed) • I Beam Assembly (Qty 2) Each 2' X 1' X 1'	• SSN 774 Class Cradle Each 4,000 lbs • I Beam Assembly (Qty 2) Each 200 lbs
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5.1.1.4 The refurbishment effort is to include the following:

- 5.1.1.4.1 Repair of any damaged structure using like or equivalent material to withstand repeated exposure to Heavy Weight Shock testing in accordance with Mil-S-901.
- 5.1.1.4.2 Repair to be in accordance with technical direction from NUWCDIVNPT Code 4121.
- 5.1.1.4.3 Removal of corrosion products (rust) by sandblasting or similar surface preparation.
- 5.1.1.4.4 Replacement of corroded or damaged fasteners. Replacement fasteners are to be high-strength, corrosion-resistant or protected, and dimensionally equivalent to the replaced item.
- 5.1.1.4.5 The shock test fixtures being refurbished shall be painted with a commercially available paint system appropriate for prolonged outdoor storage.
- 5.1.1.5 Refurbish the following:
 - 5.1.1.5.1 Refurbish the SSN 688 Class Weapons Out-Board Stowage Structure Shock Test Fixture. Any structural changes are to be reviewed with NUWCDIVNPT prior to implementation.
 - 5.1.1.5.2 Refurbish the SSN 688 Class Weapons Center Stowage Structure Shock Test Fixture. The center stowage structure shock test fixture will require addition of material to the base to replace material removed during the structure's removal from the barge. Approach to adding material to be reviewed with NUWCDIVNPT prior to implementation.
- 5.1.1.6 The equipment is to be refurbished on the contractor's premises. The contractor shall supply the abrasive blasting material, sandblasting equipment, and all painting materials. The contractor shall also provide an approved

containment system for sandblasting. The work shall be performed in accordance with all Environmental Protection Agency (EPA) regulations. The contractor is responsible for the removal and disposal of waste material in accordance with all federal, state, and local regulations.

5.1.2 Following refurbishment, a government representative will inspect the items to verify the adequacy of the results. Any deficient items are to be corrected by the contractor.

5.1.3 The contractor shall summarize the repairs and the refurbishment efforts completed for each structure in accordance with CDRL A002.

5.2 Task B Shock Test Fixture Installation:

5.2.1 The contractor will be required to install the following items:

5.2.1.1 The SSN 688 Class Center Weapons Stowage Structure Shock Test Fixture into a contractor supplied FSP to paragraph 3.4.1 to support repeated Heavy Weight Shock Testing.

5.2.1.2 The SSN 774 Class Representative Weapons Stowage Shock Test Fixture into a contractor supplied FSP to paragraph 3.4.1 to support repeated Heavy Weight Shock Testing.

NOTE: The SSN 688 Class Center Weapons Stowage Structure Shock Test and the SSN 774 Class Representative Weapons Stowage Shock Test Fixture are to be installed into the same contractor supplied barge such that both fixtures will be installed thought the test series.

5.2.1.3 The SSN 688 Class Outboard Weapons Stowage Structure Shock Test Fixture into a contractor supplied FSP to paragraph 3.4.1 to support repeated Heavy Weight Shock Testing.

5.2.2 Following installation, a government representative will inspect the items to verify the adequacy of the installation. Any deficient items are to be corrected by the contractor.

5.2.3 The contractor shall summarize the installation efforts completed for each fixture in accordance with CDRL A002.

5.3 Task C – Work Area, Velocity Meters, Test Instrumentation Cabling and High-Speed Video:

5.3.1 The contractor shall provide work area(s) to be used to setup government instrumentation and recording systems. The area shall be weather proof with

heating and cooling provided as necessary. The area(s) shall be a minimum of 200 square feet and be in close proximity to the test pond to facilitate cabling of the instrumentation.

- 5.3.2 The contractor shall provide a portable canopy capable of being installed on the test barges and of sufficient size to cover the test fixtures, unit under test and workers during preparations for the test.
- 5.3.3 The test fixtures and the weapon included in the test will be instrumented by Navy personnel, but the contractor will provide personnel to assist in the cabling and hook-up of the instrumentation, and in placing the instrumentation on the barges.
- 5.3.4 The contractor shall provide high-speed digital video coverage at a minimum of 250 frames per second for each test conducted. The coverage shall be capable of being installed on the barge for each test and setup to view the unit under test in accordance with direction from NUWC on-site representatives. Two cameras will be required per test. There is no requirement for color. The results of the high-speed photography shall be provided to the government on-site test engineers within four hours after conduct of each test conduct in accordance with CDRL A003.
- 5.3.5 The contractor shall provide a minimum of two velocity meters and associated data recording for each Heavy Weight Shock Test . The meters are to be located on the FSP barge to record vertical velocities during each Heavy Weight Shock Test. The meters shall be located on the FSP barge in accordance with direction from NUWC on-site representatives. The data from the velocity meters shall be provided to the government on-site test engineers within four hours after conduct of each test in accordance with CDRL A003.

5.4 Task D: - Conduct of Heavy Weight Shock Tests:

- 5.4.1 The TTL TACTOM AUR Unit Under Test, Tomahawk missile (dummy inert) and MK 48 dummy weapon will be furnished to the contractor by the Program in accordance with the GFI TTL TACTOM AUR Shock Test Program Schedule. The contractor will be responsible for unloading the TTL TACTOM AUR, Tomahawk missile (dummy inert) and MK 48 dummy weapon from their shipping containers upon arrival at the test facility, and for loading the TTL TACTOM and/or Tomahawk missile (dummy inert) and/or MK 48 dummy weapon on the barge installed shock test fixtures to support the GFI TTL TACTOM Shock Test Plan. Following completion of the shock test, the contractor is responsible for loading the TTL TACTOM AUR, Tomahawk missile

(dummy inert) and MK 48 dummy weapon into their shipping containers and onto transportation provided by the Program.

5.4.2 Conduct TTL TACTOM AUR Shock Test Series:

- 5.4.2.1 The contractor shall conduct a Heavy Weight Shock Test series at their test facility. The contractor is responsible for providing the explosive test charges in accordance with the GFI TTL TACTOM AUR Shock Test Plan. The shock test will consist of nine Heavy Weight Shock Tests with the charge locations to be finalized in the GFI TTL TACTOM Shock Test Plan. A summary of the planned test shots is provided in paragraph 5.5.3 . The test facility and test support personnel must be able to support continuous daily test operations, including working and Heavy Weight Shock Testing through weekends without restrictions. The contractor shall identify any conditions and or restrictions that preclude conduct of Heavy Weight Shock Testing .

5.4.3 Test Shot Configuration Summary:

Test Chronology	Weapons Shapes on Barge	Shot Geometry	Stand off
<ul style="list-style-type: none"> • Install Dummy Weapon Shape(s) Onto Stowage Structure as Directed by Onsite NUWC Representative & Prepare Instrumentation • 			
Conduct Heavy Weight Shock Test #1 (Calibration SSN 688 Outboard Fixture)	<ul style="list-style-type: none"> • Dummy Weapon Shape(s) as Directed by Onsite NUWC Representative 	Athwartship	20'
<ul style="list-style-type: none"> • Remove Dummy Weapon Shape(s) & Conduct Necessary Inspections • Prepare Dummy Weapon Shape(s) for Next Shot • Install Dummy Weapon Shape(s) Onto Stowage Structure as Directed by Onsite NUWC Representative & Prepare Instrumentation • 			
Conduct Heavy Weight Shock Test #2A (Calibration SSN 688 Center Fixture)	<ul style="list-style-type: none"> • Dummy Weapon Shape(s) as Directed by Onsite NUWC Representative 	Athwartship	20'
<ul style="list-style-type: none"> • Remove Dummy Weapon Shape(s) & Conduct Necessary Inspections • Prepare Dummy Weapon Shape(s) for Next Shot • Install Dummy Weapon Shape(s) Onto Stowage Structure as Directed by Onsite NUWC Representative & Prepare Instrumentation • 			

Test Chronology	Weapons Shapes on Barge	Shot Geometry	Standoff
Conduct Heavy Weight Shock Test #2B (Calibration SSN-774 Fixture)	<ul style="list-style-type: none"> • Dummy Weapon Shape(s) as Directed by Onsite NUWC Representative 	Radial	Greater Than 20' Exact Distance TBD
<ul style="list-style-type: none"> • Remove Dummy Weapon Shape(s) & Conduct Necessary Inspections • Prepare Dummy Weapon Shape(s) for Next Shot • Install Dummy Weapon Shape(s) Onto Stowage Structure as Directed by Onsite NUWC Representative & Prepare Instrumentation • 			
Conduct Heavy Weight Shock Test #2C (Calibration SSN-774 Fixture)	<ul style="list-style-type: none"> • Dummy Weapon Shape(s) as Directed by Onsite NUWC Representative 	Radial	Greater Than 20' Exact Distance TBD
<ul style="list-style-type: none"> • Remove Dummy Weapon Shape(s) & Conduct Necessary Inspections • Prepare Test Unit & Dummy Weapon Shape for Next Shot • Install Test Unit & Dummy Weapon Shape Onto Stowage Structures & Prepare Instrumentation • 			
Conduct Heavy Weight Shock Test #3 (SSN 688 Class Outboard Stowage Structure Shock Test Fixture)	<ul style="list-style-type: none"> • TTL Tactical Tomahawk AUR Installed at Stow Position F • Dummy Weapon Shape (MK48 or Tomahawk) Installed at Stow Location E 	Athwartship	30''
<ul style="list-style-type: none"> • Remove Test Unit & Dummy Weapon Shape & Conduct Necessary Inspections • Prepare Test Unit for Next Shot • Install Test Unit Onto Stowage Structure & Prepare Instrumentation • 			

Test Chronology	Weapons Shapes on Barge	Shot Geometry	Standoff
Conduct Heavy Weight Shock Test #4 (688 Class Outboard Stowage Structure Shock Test Fixture)	<ul style="list-style-type: none"> • TTL Tactical Tomahawk AUR Installed at Stow Position F • 1 Dummy Weapon Shape (MK48 or Tomahawk) Installed at Stow Location E • 	Athwartship	20'
<ul style="list-style-type: none"> • Remove Test Unit & Conduct Necessary Inspections • Prepare Test Unit & Dummy Weapon Shape for Next Shot • Install Test Unit & Dummy Weapon Shape Onto Stowage Structure & Prepare Instrumentation • 			
Conduct Heavy Weight Shock Test #5 (688 Class Weapons Center Stowage Structure Shock Test Fixture)	<ul style="list-style-type: none"> • TTL Tactical Tomahawk AUR Installed at Stow Position C • 1 Dummy Weapon Shape (MK48 or Tomahawk) Installed at Stow Location B • No Device installed on SSN 774 Class Fixture 	Athwartship	40''
<ul style="list-style-type: none"> • Remove Test Unit & Dummy Weapon Shape & Conduct Necessary Inspections • Prepare Test Unit & Dummy Weapon Shape for Next Shot • Install Test Unit & Dummy Weapon Shape Onto Stowage Structure & Prepare Instrumentation • 			

Conduct Heavy Weight Shock Test #6 (688 Class Center Stowage Structure Shock Test Fixture)	<ul style="list-style-type: none"> • TTL Tactical Tomahawk AUR Installed at Stow Position C • 1 Dummy Weapon Shape (MK48 or Tomahawk) Installed at Stow Location B • No Device installed on SSN 774 Class Fixture 	Athwartship	20''
<ul style="list-style-type: none"> • Remove Test Unit & Dummy Weapon Shape & Conduct Necessary Inspections • Prepare Test Unit & Dummy Weapon Shape for Next Shot • Install Test Unit & Dummy Weapon Shape Onto Stowage Structure & Prepare Instrumentation • 			
Shot Number / Intermediate Activity	Weapons Shapes on Barge	Shot Geometry	Standoff
Conduct Heavy Weight Shock Test #7 (SSN 688 Class Outboard Stowage Structure Shock Test Fixture)	<ul style="list-style-type: none"> • • TTL Tactical Tomahawk AUR Installed on the VA Class Shock Test Fixture • No Device installed on SSN 688 Class Center Shock Test Fixture 	Radial @ 30 Degrees Off Barge End Plane	Greater Than 20' Exact Distance TBD
<ul style="list-style-type: none"> • Remove Test Unit & Dummy Weapon Shape & Conduct Necessary Inspections • End of Series 			

5.4.4 The contractor will make the test facility available to government personnel at least one week prior to the start of testing, and at least one week after the completion of testing, for test set-up and tear down. During testing, the contractor shall plan for a maximum of two down days (non-test) between shots to allow for weapon change out and inspection, to provide government personnel time to review data from the prior shot, and to set up instrumentation for the upcoming shot.

5.5 Task E Reporting of Test Results:

5.5.1 The contractor shall provide a test report that includes the test setup and test conduct information in accordance with CDRL A004.

5.6 Task F – Security:

5.6.1 The contractor shall provide secure stowage for the TTL TACTOM AUR classified Secret. The TTL TACTOM AUR will include Communication Security (COMSEC) material. The TTL TACTOM AUR shall be either locked in a secure facility at night, or the contractor shall provide a security guard for any night that a classified weapon is installed on the barge. It is estimated that 14 nights of security will be required.

5.6.2 The contractor shall provide secure stowage for the TTL TACTOM AUR Portable Test Set (AIS Secret Computer) including Communication Security (COMSEC) material and additional associated documentation classified Secret.

5.7 Task G – Shock Test Fixture Removal Form FSP(s)

5.7.1 The contractor shall remove the shock test fixtures identified in paragraphs 5.2.1.1, 5.2.1.2 & 5.2.1.3 from the contractor FSP. The removal shall be in accordance with direction as provided by the on site NUWC representative.

5.8 Task H Shipping and Storage Options:

5.8.1 The contractor shall provide for various storage options, and shall provide a separate price for each option. NUWCDIVNPT Code 4121 will specify the option after contract award. With notice, Government personnel shall be provided access to the stowage area(s) by the contractor

5.8.2 Option 1: Ship the fixtures identified in paragraphs 5.2.1.1, 5.2.1.2 & 5.2.1.3 to NUWC Division Newport, Newport, RI.

5.8.3 Option 2: Provide five years of storage for the fixtures identified in paragraphs 5.2.1.1, 5.2.1.2 & 5.2.1.3. The storage shall keep the fixtures dry and shall

additionally prevent the degradation of the fixture such that it can be used at any time within the five year period with out refurbishment.

- 5.8.4 Option 3: Provide 10 years of storage for the fixtures identified in paragraphs 5.2.1.1, 5.2.1.2 & 5.2.1.3. The storage shall keep the fixtures dry and shall additionally prevent the degradation of the fixture such that it can be used at any time within the ten year period with out refurbishment

5.9 Task I – Optional Testing:

- 5.9.1 Testing under the basic contract will include ten tests. However, in anticipation of the need for additional tests if problems arise, the contractor shall provide cost options for each additional Heavy Weight Shock test on a per test basis. These tests shall include high speed video identified in Task C.

5.10 Task J – Optional Data Recording and Instrumentation:

- 5.10.1 The contractor shall provide data recording & cabling for 32 channels of GFE instrumentation for each shot. This will be for instrumentation installed in the TTL TACTOM AUR (unit under test). The option shall also include pricing to install 32 channels of instrumentation at locations external to the TTL TACTOM AUR, associated cabling and data recording. This task if exercised shall also apply to Task I. The data shall be provided in accordance with CDRL A005.

6 Status Reports:

- 6.1 The contractor shall provide progress, status and management reporting in accordance with CDRL A006.

7 Government Furnished Property

- 7.1 The contractor will be provided the following Government Furnished Property in accordance with the GFI TTL TACTOM Program Schedule. This list is not all-inclusive.

7.1.1	SSN 688 Class Weapons Outboard Stowage Structure #1)
7.1.2	SSN 688 Class Weapons Center Stowage Structure
7.1.3	SSN 774 Class Representative Weapons Stowage Shock Test Structure/Fixture
7.1.4	SSN 774 Class Weapons Cradle
7.1.5	TTL TACTOM AUR Unit Under Test (Qualification Vehicle 1 - QV1) NOTE: <ul style="list-style-type: none"> • The Unit Under Test Will be Fueled With JP-10 • The Unit Under Test Will Contain Secret COMSEC Hardware • The Unit Under Test Will Be Entirely Inert (Contain No Energetic Materials)
7.1.6	Tomahawk Missile (Dummy Inert)
7.1.7	MK-48 Torpedo (Dummy Inert)
7.1.8	SSN 688 Class Weapons Dollies and Lashing Straps (Quantity 20)

Additional Information

1. Period of Performance

The period of performance is from placement of the contract through See Task G.

2. Place of Performance

The place of performance is the contractor's facility.

3. COR/Technical POC

Technical POC: Mike Demetri, Code 4121, NUWC Division Newport, (401) 832-5676

4. Security Classification

This effort includes information to the level of Secret COMSEC.

The classified components are:

- Torpedo Tube Launched (TTL) Tactical Tomahawk (TACTOM) All Up Round (AUR) to the level of Secret COMSEC
- TTL TACTOM AUR Test Set (desktop type computer) - SECRET COMSEC.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED SECRET b. LEVEL OF SAFEGUARDING REQUIRED SECRET			
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (x and complete as applicable)				
a. PRIME CONTRACT NUMBER		X	a. ORIGINAL (Complete date in all cases)		Date (YYMMDD)		
					031107		
b. SUBCONTRACT NUMBER			b. REVISED (Supersedes all previous specs)	Revision No.	Date (YYMMDD)		
X	c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL (Complete item 5 in all cases)		Date (YYMMDD)		
	N66604-3303-012H						
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.							
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.							
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code) a. NAME, ADDRESS, AND ZIP CODE THIS DD 254 IS FOR BIDDING PURPOSES ONLY AN ORIGINAL DD 254 WILL BE ISSUED UPON CONTRACT AWARD.						b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
7. SUBCONTRACTOR a. NAME, ADDRESS, AND ZIP CODE						b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
8. ACTUAL PERFORMANCE a. LOCATION						b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT PROVIDE SHIPPING, REFURBISHMENT, EQUIPMENT INSTALLATION, TESTING SERVICES, AND STORAGE FACILITIES REQUIRED TO SUPPORT THE UNDERWATER EXPLOSIVE SHOCK TESTING OF THE TTL TACTOM AUR ON THE SSN 688 CLASS AND SSN 774 CLASS SUBMARINE SHOCK TEST FIXTURES.							
10. CONTRACTOR WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:			YES	NO
a.	COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X		a.	HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X
b.	RESTRICTED DATA		X	b.	RECEIVED CLASSIFIED DOCUMENTS ONLY		X
c.	CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c.	RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d.	FORMERLY RESTRICTED DATA		X	d.	FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X	
e.	INTELLIGENCE INFORMATION:		X	e.	PERFORM SERVICES ONLY		X
	(1) Sensitive Compartmented Information (SCI)		X	f.	HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
	(2) Non-SCI		X	g.	BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X	
f.	SPECIAL ACCESS INFORMATION		X	h.	REQUIRE A COMSEC ACCOUNT	X	
g.	NATO INFORMATION		X	i.	HAVE TEMPEST REQUIREMENTS	X	
h.	FOREIGN GOVERNMENT INFORMATION		X	j.	HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X	
i.	LIMITED DISSEMINATION INFORMATION		X	k.	BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
j.	FOR OFFICIAL USE ONLY INFORMATION	X		l.	OTHER (Specify)		X
k.	OTHER (Specify)		X				

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐

Direct

☐

Through (Specify):

NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

CLASSIFIED AND UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION. CONSULT THE APPROPRIATE CLASSIFICATION GUIDE OR THE COR (CONTRACTING OFFICER'S REPRESENTATIVE) FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT. THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY TO THIS CONTRACT AND WILL BE FORWARDED UPON REQUEST. DOCUMENTS SHALL BE RETURNED, DESTROYED, OR OTHERWISE DISPOSED OF IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 5, SECTION 7, DATED JANUARY 1995 AFTER EXPIRATION OF PERIOD OF RETENTION. OPNAVINST C5513.2B, ENCL. (71) - CRUISE MISSILE (TOMAHAWK) REVISED ON 01 OCTOBER 1997.

. OPNAVINST S5513.5B, ENCL. (38.2) - SUBMARINE TECHNOLOGY, NUCLEAR AND CONVENTIONAL.
OPNAVINST S5513.5B, ENCL. (90.2) - SUBMARINE TECHNOLOGY FOR NEW DESIGN NUCLEAR POWERED ATTACK SUBMARINES COMMENCING WITH SEAWOLF CLASS (SSN-21).

PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS SECRET.

BLOCK 13 CONTINUED ON NEXT PAGE.

ESTIMATED COMPLETION DATE

23 DECEMBER 2004

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.

MICHAEL J. DEMETRI, CODE 4121, (401) 832-5676

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements.)

X

No

Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

SEE PAGE 4 FOR TEMPEST REQUIREMENTS.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

YES

X

No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

LESLIE GATES

b. TITLE

Contracting Officer

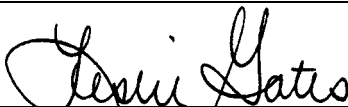
c. TELEPHONE (Include Area Code)

401-832-4296

d. ADDRESS (Include Zip Code)

Naval Undersea Warfare Center Division, Newport
Code 553, B-80
1176 Howell St., Newport, RI 02841

e. SIGNATURE



17. REQUIRED DISTRIBUTION

X

a. CONTRACTOR

b. SUBCONTRACTOR

X

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

X

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

X

e. ADMINISTRATIVE CONTRACTING OFFICER

X

f. OTHERS AS NECESSARY

BLOCK 13 (CONTINUED)

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT SHALL BE MARKED AS FOLLOWS IN ACCORDANCE WITH OPNAVNOTE 5510 DATED 16 OCT 1995:

DERIVED FROM: (CITE THE SECURITY CLASSIFICATION GUIDE OR SOURCE DOCUMENT)

DECLASSIFY ON: (STATE THE DATE OR EVENT (WHICH MUST BE LESS THAN 10 YEARS FROM THE ORIGINATION DATE OF THE DOCUMENT) FOR DECLASSIFICATION OR STATE THE 10-YEAR AUTOMATIC DECLASSIFICATION EXEMPTION CATEGORY (-IES)).

THE CONTRACTOR SHALL PROVIDE OPSEC PROTECTION FOR CLASSIFIED AND SENSITIVE INFORMATION DEVELOPED OR USED IN PERFORMANCE OF THIS CONTRACT IN ACCORDANCE WITH THE OPSEC PLAN DEVELOPED BETWEEN THE CONTRACTOR AND USER AGENCY. FOR FURTHER INFORMATION CONTACT THE CONTRACTING OFFICER'S REPRESENTATIVE (COR).

COMSEC STATEMENT

FURTHER DISCLOSURE OF COMSEC INFORMATION BY A CONTRACTOR, INCLUDING SUBCONTRACTING, REQUIRES PRIOR APPROVAL OF THE USER AGENCY. ACCESS TO CLASSIFIED COMSEC INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL. A COMSEC ACCOUNT IS REQUIRED WHEN RECEIVING ACCOUNTABLE COMSEC MATERIAL AND UTILIZING STU III'S.

THE CONTRACTOR IS REQUIRED TO HAVE STORAGE CAPABILITY FOR THE TTL TACTOM AUR MEASURING 21" INCHES IN DIAMETER AND 250" LONG AND THE TTL TACTOM AUR TEST SET MEASURING 24"X24"X12".

GOVERNMENT PROPERTY MADE AVAILABLE

(a) The following are located at a NUWC facility or other Government Site as may be noted herein. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

- (1) LABORATORY FACILITIES: None
- (2) LABORATORY EQUIPMENT: None
- (3) OFFICE FACILITIES: None
- (4) OFFICE EQUIPMENT: None
- (5) COMPUTER FACILITIES: None
- (6) COMPUTER EQUIPMENT: None
- (7) SOFTWARE: None
- (8) OTHER: None

(b) The following GFE will be provided for contractor possession (use, not title): GFP

Item #	Type	Description	Qty	ACQ Cost	Time
1		SSN 688 Class Weapons Outboard Stowage Structure Shock Test Fixture	1	Unknown	As Required
2		SSN 688 Class Weapons Center Stowage Structure Shock Test Fixture	1	Unknown	As Required
3		SSN 774 Class Representative Weapons Stowage Shock Test Fixture	1	\$25,000	As Required
4		SSN 774 Class Weapons Cradle	1	\$150,000	As Required
5		TTL TACTOM AUR Unit Under Test (Qualification Vehicle 1 - QV1) NOTE: <ul style="list-style-type: none"> • The Unit Under Test Will be Fueled With JP-10 • The Unit Under Test Will Contain Secret COMSEC Hardware • The Unit Under Test Will Be Entirely Inert (Contain No Energetic Materials) 	1	\$2,000,000	As Required
6		Tomahawk Missile (Dummy Inert) or Equivalent	1	Unknown	As Required
7		MK-48 Torpedo (Dummy Inert) or Equivalent	1	Unknown	As Required
8		SSN 688 Class Weapons Dollies and Lashing Straps	10	Unknown	As required

JA10 COST SUMMARY SHEET

RFP No. _____

Contractor _____ () Subcontractor to _____

MATERIAL

Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Interdivisional Transfers	_____	\$	_____
* Travel and Subsistence	_____	\$	_____
* Other Material	_____	\$	_____
** Relocation	_____	\$	_____
** Telephone	_____	\$	_____
** Leases	_____	\$	_____
** Royalties	_____	\$	_____
** Equipment	_____	\$	_____
** Parking	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
	FY ____ FY ____ FY ____ FY ____		
Material Handling Rates:	____ % ____ % ____ % ____ %	\$	_____
		Subtotal	\$ _____

LABOR

Labor costs (no Overtime Premium)	\$	_____
Overtime Premium	\$	_____
Effective date of Labor rates	_____	
Annual Escalation Rate:	_____ %	

INDIRECT COSTS	FY ____	FY ____	FY ____	FY ____	
*** Fringe Benefits Rates:	____ %	____ %	____ %	____ %	\$ _____
*** Overhead Rates:	____ %	____ %	____ %	____ %	\$ _____
*** Other Indirect Rates:	____ %	____ %	____ %	____ %	\$ _____
*** Gen. & Admin. Rates:	____ %	____ %	____ %	____ %	\$ _____
Annual Accounting Period begins:	_____				
Other	_____	\$	_____		
FCCM Treasury Rate:	____ %	\$	_____		

Cost Total	\$	_____
Fee	\$	_____
CPFF Total	\$	_____

- * Estimates from provision entitled "Cost Proposal"
 - ** See the clause in Section H entitled "Travel and Material Costs"
 - *** FY denotes Contractor's fiscal year.
- If rates are too complex to fit, provide schedule.